

No. 1399

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
ITALY**

**Exchange of notes constituting an agreement regarding the  
employment of Italian skilled workers by the Government  
of the Somaliland Protectorate. Rome, 24 and 28 July  
1950**

*Official texts: English and Italian.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
7 September 1951.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
ITALIE**

**Échange de notes constituant un accord relatif à l'emploi de  
travailleurs qualifiés italiens par le Gouvernement du  
Protectorat de la Somalie. Rome, 24 et 28 juillet 1950**

*Textes officiels anglais et italien.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
7 septembre 1951.*

No. 1399. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND ITALY REGARDING THE EMPLOYMENT OF ITALIAN SKILLED WORKERS BY THE GOVERNMENT OF THE SOMALILAND PROTECTORATE. ROME, 24 AND 28 JULY 1950

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I

*The Ambassador of Great Britain in Rome to the Minister of Foreign Affairs  
of Italy*

BRITISH EMBASSY

ROME

24th June, 1950

2182/38/50

Your Excellency,

In accordance with instructions received from His Majesty's Principal Secretary of State for Foreign Affairs, I have the honour to inform Your Excellency that, as the result of discussions which have taken place between representatives of the competent United Kingdom and Italian authorities regarding the employment of Italian skilled workers by the Government of the Somaliland Protectorate, agreement has been reached on the individual worker's Contract of Service. The terms of this Contract of Service, which are set out in the Annex hereto, have now been approved by His Majesty's Government in the United Kingdom.

His Majesty's Government in the United Kingdom agree that Italian workers in the Somaliland Protectorate shall be employed under the same conditions as British workers from the United Kingdom. In particular such Italian workers shall enjoy the same treatment as regards welfare, hours of work, holidays, medical attention, compensations in the event of accident at work, sick leave and recreational facilities, as British workers from the United Kingdom of a corresponding category employed in the same district and such Italian workers shall be liable to pay any income tax and personal tax which may be levied under the laws of the Government of the Somaliland Protectorate.

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<sup>1</sup> Came into force on 28 July 1950, by the exchange of the said notes.

If Your Excellency will be so good as to confirm that the foregoing provisions are acceptable by the Italian Government I would propose that the present note, together with your reply in that sense shall be regarded as constituting an agreement between the two Governments in the matter, and that this agreement shall become effective from the date of your reply and shall remain in force until terminated by mutual consent.

I avail myself of this opportunity to convey to Your Excellency the assurances of my highest consideration.

(Signed) V. A. L. MALLET

His Excellency Count Carlo Sforza  
Minister for Foreign Affairs  
Palazzo Chigi  
Rome

#### A N N E X

Agreement made the ..... day of ..... 1950  
between the Government of the Somaliland Protectorate (hereinafter called "the Government") of the one part and ..... (hereinafter called "the employee") of the other part.

1. The employee agrees to be employed locally and diligently and faithfully to perform within the Somaliland Protectorate (hereinafter called "the Protectorate") the duties ..... for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorised officers. In this Agreement the terms "Head of his Department" shall mean the person for the time being acting as Head of his Department.

2. The salary of the employee shall be at the rate of Shs. .... per month in the following scale :—

1st year of service, per month :	Shs. ....
2nd year of service, per month :	Shs. ....
3rd year of service, per month :	Shs. ....
4th and each subsequent year of service, per month :	Shs. ....

Payment of the enhanced rates of salary for the second and subsequent years of service are however conditional on the employee receiving a certificate of satisfactory service from the Head of his Department at the end of each year.

3. This Agreement is subject to the conditions set forth in the Schedule annexed, and the Schedule shall be read and construed as part of the Agreement.

AS WITNESS our hands the day and year above written.

SIGNED by Chief Secretary to the Government of the  
Somaliland Protectorate on behalf of the Government  
of the Somaliland Protectorate in the presence of:—

of the witness

}	Signature.....
	Address .....
	Occupation .....

SIGNED  
in the presence of:—

of the witness

}	Signature.....
	Address .....
	Occupation .....

*Certificate of Translation*

I, the undersigned ..... certify that I have translated this Agreement and the Schedule attached thereto into the Italian language and that I have read it over and explained it to the employee in that language. I am satisfied that he fully understood all the contents of this Agreement and of the Schedule before signature.

Signature .....

Address .....

Occupation .....

SCHEDULE

*Term of Engagement*

1. (1) The engagement of the employee is for the term of months, beginning from the . . . . day of . . . ., 19 ., but the engagement may be extended as hereinafter provided.

(2) The employee undertakes that after the end of the above period he will remain and work in accordance with the terms of this Agreement for a further period not exceeding six months provided that not less than one month before the end of that period the employee shall be given notice of the Government's intention to extend his period of service; and provided that the employee is certified by a Government Medical Officer to be physically fit so to remain; provided that such further period shall not cause the employee's engagement to exceed a total term of three years.

*Further Employment.*

2. Three months prior to the expiration of this Agreement the employee shall give notice in writing to the Government indicating whether he desires to remain in its

employment after the normal termination of the Agreement of Service, for a further tour of service and the Government shall thereupon decide whether it will offer him further employment, in which case the re-engagement will be on such terms and for such period as may be mutually agreed.

#### *Duties*

3. The duties of the employee shall include the usual duties of the office for which he is engaged, and any other duties appropriate to his grade and skill which the Government may call upon him to perform. The employee shall reside in such place and occupy himself in such a manner as the Government, through its duly authorised Officers, shall direct, and he shall not, except with the express approval of the Government, either directly or indirectly, engage or be concerned in any other services or business whatsoever or receive commissions or profits of any kind, but shall devote the whole of his time and attention to the service of the Government, shall use his utmost exertions to promote the interests of the Government, and shall conform to the General or Standing Orders of the Government.

#### *Quarters, etc.*

4. The following shall be provided for the employee by the Government free of rent or any other charges :—

- (a) Quarters in a tented camp or Nissen hut;
- (b) Light and water;
- (c) Medical attention.

A charge will be made for maintenance in hospital at the rates in force for other Government patients. Conditions regarding the number of working hours per week, public holidays and sick pay shall be the same as those laid down by the Government in the General Order of the Protectorate for other employees of the same grade and salary.

#### *Travelling Allowance*

5. When travelling on duty away from the place where he is ordinarily stationed the employee shall be paid a travelling allowance at the rate of Shs. 5/20 per night.

#### *Repatriation*

6. The Government shall at its own expense arrange for the repatriation of the employee to Italy on the termination of this Agreement whether by effluxion of time or under paragraph 10.

#### *Passages*

7. A free second-class passage to Italy will normally be provided for the employee on repatriation. If a second-class passage is not available, tourist class or the nearest equivalent will be provided. A similar grade of passage will be provided for an employee returning from Italy after leave and renewal of Agreement as provided in Clause 2.

*Salary during journey periods*

8. Salary at half rates will be paid to the employee for the period of the journey to Italy after the completion of an initial tour of satisfactory service under this Agreement. Salary at full rates will be paid for the period of the journey from Italy to British Somaliland in the case of employees re-engaged for second or subsequent tours of service. Full salary will be paid for the period of the journey to an employee returning to Italy after the completion of a second or subsequent tour of satisfactory service.

*Dismissal*

9. If the employee shall at any time neglect or refuse or from any cause excepting ill health not caused by his own misconduct become unable to perform any of his duties or to comply with any order, or shall improperly disclose any information respecting the affairs of the Government to any unauthorised person, or shall in any manner misconduct himself, the Government may dismiss him and on such dismissal, all rights and advantages reserved to him by this Agreement shall cease.

*Determination of Engagement*

10. The Government may at any time determine the engagement of the employee by—  
(a) giving the employee three months' notice in writing or pay him one month's salary, or  
(b) the employee satisfying the Government that there are good and sufficient reasons on personal or compassionate grounds for terminating the Agreement at his own request. The worker shall as far as possible give at least three months' previous notice in writing of his desire to return to Italy.

*Liability to make good damage*

11. In the event of any pecuniary damage arising from the employee disregarding or failing to comply with any Order, standing Order, or departmental instruction or from any neglect whatsoever on his part, he may be liable to a deduction from his salary to make good the damage or any part thereof, the amount of which shall be fixed by the appropriate authorities.

*Leave*

12. In lieu of the provisions relating to the privilege of leave contained in the General Orders of the Government, leave with pay may, at the discretion of the Government be granted to the employee as follows:—

- (a) 14 days local leave with full pay in each complete year of service; and
- (b) 4 days leave with full pay for each completed month of residential service to be granted at the termination of this Agreement otherwise than on account of misconduct of the employee, in addition to the period of the voyage to Italy by the normal route.

*Remittance to Italy*

13. Italian workers with dependants will be permitted to remit to their dependants in Italy sums up to £15 monthly and workers without dependants up to a maximum of £7.10s. Od. monthly.

On the return of the Italian workers to Italy, the Government of the United Kingdom will permit the transfer of any balance of their earnings.

The remittances of the Italian workers to Italy and the sums due for payment as well as any other payments in respect of industrial injury or otherwise, shall be paid into a special account opened in the name of the Italian Exchange Office in a bank or any other agency to be designated. The sums in this special account shall be freely available for use within the sterling area by the Italian Exchange Office, which will arrange for the transmission of remittances from British Somaliland to the nominated recipients in Italy.

*Interpretation*

14. In the event of any dispute arising regarding the interpretation of a clause in this Agreement, or in regard to a matter not covered by this Agreement, the dispute shall be referred to a Dispute's Committee, which shall consist of representatives of the Government and the employee. Should the Committee fail to reach a settlement of the dispute the matter shall be referred to a Judicial Officer, as Arbitrator, whose decision shall be final and binding.

## II

*The Minister of Foreign Affairs of Italy to the Ambassador of Great Britain, in Rome*

[ITALIAN TEXT — TEXTE ITALIEN]

IL MINISTRO DEGLI AFFARI ESTERI

Roma, li 28 Luglio 1950

1/3625

Signor Ambasciatore,

Con la lettera in data 24 giugno u.s. mi ha comunicato quanto segue :

[See note I]

Ho l'onore di comunicarLe che il Governo italiano è d'accordo su quanto precede.

La prego di gradire, Signor Ambasciatore, gli atti della mia più alta considerazione.

SFORZA

S. E. Sir Victor A. L. Mallet  
Ambasciatore di Gran Bretagna  
Roma

[TRANSLATION — TRADUCTION]

THE MINISTER FOR FOREIGN AFFAIRS

Rome, 28 July 1950

1/3625

Your Excellency,

In your letter of 24 June last you communicated to me the following :

[See note I]

I have the honour to inform you that the Italian Government is in agreement with the foregoing.

I have the honour to be, etc.

(Signed) SFORZA

His Excellency Sir Victor A. L. Mallet  
United Kingdom Ambassador  
Rome